

JUN 29 '07 -11 30 AM

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A LESTER

SURFACE TRANSPORTATION BOARD

June 29, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Master Car Lease Agreement and Schedule No. 1 as Amended, dated as of April 9, 2007, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: AllCapital Rail Management, LLC
601 Montgomery Street, Suite 325
San Francisco, CA 94111

Lessee: Poet Nutrition, Inc.
4506 N. Lewis Avenue
Sioux Falls, SD 57104

Mr. Vernon A. Williams
June 29, 2007
Page 2

A description of the railroad equipment covered by the enclosed document
is:

100 covered hopper railcars: ALHX 1000 – ALHX 1099.

A short summary of the document to appear in the index is:

Master Car Lease Agreement and Schedule No. 1 as Amended.

Also enclosed is a check in the amount of \$35.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', followed by a horizontal line.

Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 27046 FILED

JUN 29 '07 -11 30 AM

Lease No: B001

Date: April 9, 2007

SURFACE TRANSPORTATION BOARD

MASTER CAR LEASE AGREEMENT

This Master Car Lease Agreement (this "Lease"), dated as of April 9, 2007 is by and between AllCapital Rail Management, LLC, a Delaware limited liability company and its permitted successors and assigns ("*Lessor*") and Poet Nutrition, Inc., a South Dakota corporation, and permitted successors and assigns (*collectively "Lessee"*). As used in this Agreement, the term "Affiliates" means and refers to any entity which Controls, or is Controlled by, or is under common Control with, that entity. The term "Control(s)" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership or voting securities, by contract or otherwise.

For and in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee agree as follows:

1. LEASE. Lessor leases to Lessee and Lessee leases from Lessor, the railroad cars (hereinafter referred to collectively as the "*Cars*" and individually as "*Car*"; if only one Car is covered by this Lease, all plural references to Cars shall mean one Car) described in each schedule attached hereto, executed by the parties concurrently herewith or at any time hereafter (all individually and collectively, the "*Schedule(s)*"). All such Schedules shall be deemed to incorporate the terms of this Lease and the terms of each such Schedule shall modify the terms set forth herein as to the Cars subject thereto. Each Schedule shall constitute a separate and distinct contract incorporating the terms of this Lease. This Lease is intended to be a lease for federal income tax purposes and no party will take any action inconsistent therewith. This Lease may serve as a master lease for schedules with Affiliates of Lessor.

INTENTIONALLY REDACTED

THROUGH PAGE 10 #23

INTENTIONALLY

REDACTED

23. LEASE SCHEDULES. Each of this Lease and each Schedule hereto may be executed in one or more counterparts. The counterparts of the Lease shall each be an original and when taken together shall constitute one agreement and the counterparts of each Schedule shall be an original and when taken together shall constitute one agreement. No Schedule, or any security or other interest therein, may be transferred, granted or perfected except by possession of the counterpart of such Schedule designated as "Counterpart No. 1". Possession of an original counterpart of this Lease shall not be required in order to acquire a security interest in a Schedule.

INTENTIONALLY REDACTED

TO

SIGNATURE PAGE

LESSEE:
Poet Nutrition, Inc.

Principal Office:
4506 N. Lewis Avenue
Sioux Falls, SD 57104

Facsimile No.: (605)-332-2266

By: Jim J. Hansen

TITLE: C.O.O.

Date: 4-9-07

LESSOR:
AllCapital Rail Management, LLC

Principal Office:
601 Montgomery Street, Suite 325
San Francisco, CA 94111

Facsimile No.: (415)-644-5979

By: Desmond Hays

TITLE: President

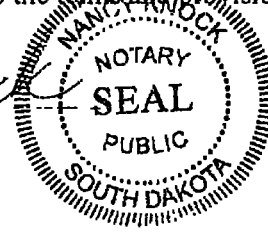
Date: 5/2/07

EACH OF THE SCHEDULES TO THIS MASTER CAR LEASE AGREEMENT SHALL, WITHOUT THIS MASTER CAR LEASE AGREEMENT, CONSTITUTE CHATTEL PAPER. NO SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OF THIS MASTER CAR LEASE AGREEMENT.

STATE OF South Dakota
COUNTY OF Minnehaha) ss.:

On this 9 day of April, 2007, before me appeared Jim Hansen, the person who signed this instrument, who acknowledged that he is COO of Poet Nutrition (the "Company"), and that being duly authorized by the Company, s/he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.

Nancy K. Knock
Notary Public



STATE OF California
COUNTY OF San Francisco) ss.:

On this 2 day of May, 2007, before me appeared Desmond Hays, the person who signed this instrument, who acknowledged that he is President of AllCapital Rail Mgt. LLC (the "Company"), and that being duly authorized by the Company, s/he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.

[Signature]
Notary Public



SCHEDULE NO. 01
To
MASTER CAR LEASE AGREEMENT Dated as of 4/9/2007
Between
ALLCAPITAL RAIL MANAGEMENT, LLC, as Lessor
And
POET NUTRITION, INC., as Lessee

Lease No: B001

The undersigned Lessor and Lessee under the Master Car Lease Agreement described in the caption hereof (the "Lease") hereby acknowledge and agree that the Cars described in this Schedule shall incorporate all provisions of the Lease as applied to the Cars covered hereunder and that the following is a description of such Cars, *INTENTIONALLY REDACTED* Where the terms herein conflict with the Lease, the provisions of this Schedule shall modify such Lease terms as to the Cars subject hereto. Capitalized terms used in this Schedule without definition shall have the meaning set forth in the Lease.

INTENTIONALLY REDACTED

<u>2. QUANTITY:</u>	<u>TYPE OF CAR:</u>	<u>CAR NUMBER(S):</u>
100 Cars	(6341) cubic foot capacity stub sill design covered hoppers, 110 ton nominal capacity, with 286,000 lbs GRL, with one (1) continuous full length trough with five (5) hatch covers, and four (4) 42" x 42" gravity discharge outlets.	TBD

INTENTIONALLY

REDACTED

*THROUGH EXECUTION
PAGE*

LESSEE
POET NUTRITION, INC.
BY: [Signature]
TITLE: C.O.O.
DATE: 4-9-07

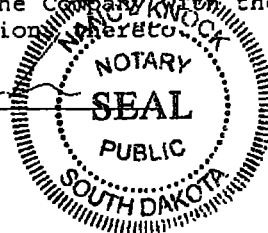
LESSOR:
ALLCAPITAL RAIL MANAGEMENT,
LLC
BY: [Signature]
TITLE: President
DATE: 5/2/07

COUNTERPART NO. 1 OF 2 SERIALY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE OF South Dakota
COUNTY OF Monahans) ss.:

On this 9 day of April, 2007, before me appeared Tim Hansen, the person who signed this instrument, who acknowledged that he is COO of Poet Nutrition (the "Company"), and that being duly authorized by the Company, s/he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.

[Signature]
Notary Public



STATE OF Georgia
COUNTY OF DeKalb) ss.:

On this 2 day of May, 2007, before me appeared Desmuel Hyges, the person who signed this instrument, who acknowledged that he is President of Poet Nutrition LLC (the "Company"), and that being duly authorized by the Company, s/he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.

[Signature]
Notary Public



Poet Nutrition, Inc.
Schedule No. 1
4/9/07

AMENDMENT NO. 01
TO
SCHEDULE NO. 01
TO
MASTER CAR LEASE AGREEMENT Dated as of April 9, 2007
Between
ALLCAPITAL RAIL MANAGEMENT, LLC
And
POET NUTRITION, INC.

This Amendment No. 01 to Schedule No. 01 dated April 9, 2007, under the Lease Agreement dated April 9, 2007, (the "*Amendment*") is entered into as of April __, 2007 by and between AllCapital Rail Management ("*Lessor*") and Poet, LLC ("*Lessee*").

INTENTIONALLY REDACTED

1. Schedule No. 01 shall be amended as follows:

Section 2. Type of Car: 6350 cubic foot capacity stub sill design covered hoppers, 110 ton nominal capacity, with 286,000 lbs GRL, with one (1) continuous full length trough with five (5) hatch covers, and four (4) 42" x 42" gravity discharge outlets.

Section 2. Car Numbers: ALHX 1000 to 1099

INTENTIONALLY REDACTED

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

LESSEE
POET NUTRITION, INC

LESSOR:
ALLCAPITAL RAIL
MANAGEMENT, LLC

BY: Jim J. Hansen
C.O.O.
TITLE: _____

DATE: 5-7-07

BY: JD Hayes
TITLE: President

DATE: 5/2/07

STATE OF South Dakota

) ss.:
COUNTY OF Minnehaha

On this 7 day of May, 2007, before me appeared Tim J Hansen, the person who signed this instrument, who acknowledged that he is C.O.O. of Poet Nutrition (the "Company"), and that being duly authorized by the Company, s/he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.

Agnes S Steffens
Notary Public
Exp 10-18-2012

STATE OF Calif

) ss.:
COUNTY OF San Francisco

On this 2 day of May, 2007, before me appeared Desmond Hayes, the person who signed this instrument, who acknowledged that he is President of AllCapital Rail Management, LLC (the "Company"), and that being duly authorized by the Company, s/he signed such instrument as a free act on behalf of the Company with the intention of binding the Company to the terms and provisions thereto.

[Signature]
Notary Public



Poet Nutrition Inc.
Schedule No. 02
4/18/07

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/29/07



Robert W. Alvord